

DATE OF LAST REVISION: July 22, 2005 CONTRACT END DATE: October 31, 2006

Copy to: Clerk of the Board
Julie Schweigert, Stadium District
Renee Scott, Stadium District
Bill Scalzo, Stadium District
Mirheta Muslic, Materials Management



04056
CONTRACT PURSUANT TO RFP

SERIAL 04056-RFP

This Contract is entered into this 3RD day of November 2004 by and between Maricopa County Stadium District ("MCSD"), a political subdivision of the State of Arizona, and INTERNATIONAL FACILITIES GROUP, LLC, an Illinois corporation ("Contractor") for Facility Assessment Services, Bank One BallPark.

1.0 TERM

- 1.1 This Contract is for a term of one (1) year, beginning on the 3rd day of November, 2004 and ending the 31st day of October ~~2005~~ 2006.
- 1.2 The MCSD may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of four (4) additional terms. The District shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, MCSD will pay, (upon completion of project) the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit A. The MCSD will pay monthly all hours from the previous month less twenty five percent (25%) retainage. The retainage will be paid at the time of acceptance of the final report.
- 2.2 Travel and reimbursable expenses are capped at ten percent (10%) of the contract amount (\$20,900.00). MCSD will pay expenses at contractors cost with no markup. Contractor agrees to follow the Maricopa County Travel Policy.
- 2.3 Contractor agrees to perform a one (1) year follow up inspection and report. The cost of that review is included in the Not to Exceed price of \$209,000.00.
- 2.4 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, description of services, number of hours, unit prices, and extended totals.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit B, and the detailed work plan Exhibit B-1.
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit B.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **DISTRICT**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **DISTRICT**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **DISTRICT**.

The scope of this indemnification does not extend to the sole negligence of **DISTRICT**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **DISTRICT**. The form of any insurance policies and forms must be acceptable to **DISTRICT**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **DISTRICT**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **DISTRICT**, and any insurance or self-insurance maintained by **DISTRICT** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **DISTRICT**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with

respect to the coverage provided to **DISTRICT** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **DISTRICT**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

DISTRICT reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **DISTRICT** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **DISTRICT'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **DISTRICT**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **DISTRICT**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than

\$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **DISTRICT** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the District, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the District upon 48 hours notice

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **DISTRICT** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For District:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

International Facilities Group LLC.
Attn: Michael Reinsdorf
1372 Shermer Road
Northbrook IL. 60062

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any services will be required.

Contractor shall take no action under this Contract unless specifically requested by District, which shall submit written direction to Contractor requesting that services be performed.

4.4 TERMINATION:

The District may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

The District may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from District, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as the result of the Contract.

4.6 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance under this contract.

4.7 ADDITIONS/DELETIONS OF SERVICE:

The District reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

4.8 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the District, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.9 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.10 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The District, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County Stadium District for the services not so adequately supported and documented.

4.11 AUDIT DISALLOWANCES:

If at any time District determines that a cost for which payment has been made is a disallowed cost, such as overpayment, District shall notify the Contractor in writing of the disallowance. District shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.12 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.13 RIGHTS IN DATA:

The District shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY STADIUM DISTRICT

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A 04056-RFP
SERIAL 04056-RFP**

COMMODITY CODEP08 95 06 NIGP CODE 97102, BLANKET NUMBER B0700118

BIDDER NAME: INTERNATIONAL FACILITIES GROUP, L.L.C.

F.I.D./VENDOR #: **W000004435 X**

BIDDER ADDRESS: 1372 Shermer Road-Northbrook, IL 60062

P.O. ADDRESS: N/A

BIDDER PHONE #: 847-564-5100

BIDDER FAX #: 847-509-3699 847-509-3699

COMPANY WEB SITE: www.ifgroup.cc

COMPANY CONTACT (REP): Kevin G. Greene

E-MAIL ADDRESS (REP): kgreene@ifgroup.cc kgreene@ifgroup.cc

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

X_ PRE-SOLICITATION NOTICE

1.0 PRICING (FEE'S)

1.1 TOTAL PROJECT PRICE (ATTACH A DETAILED COST BREAKDOWN) \$ 209,000.00 (not to exceed)

1.2 TOTAL NUMBER OF HOURS IN PROPOSAL (ATTACH DETAILED BREAKDOWN BY POSITION) HOURS
1,171 PROPOSED

1.3 MAXIMUM NUMBER OF CALENDAR DAYS NEEDED TO COMPLETE PROJECT 87 DAYS

1.4 TRAVEL EXPENSES AND REIMBURSABLE EXPENSES AT CAPPED AT TEN (10) PERCENT OF THE PROJECT NTE \$209,000.00. THEY ARE TO BILLED AT COST WITH NO MARK-UP. CONTRACTOR AGREES TO FOLLOW THE MARICOPA COUNTY TRAVEL POLICY.

EXHIBIT B

04056-RFP

1.0 INTENT:

The purpose of this document is to define the requirements, scope of work, and deliverables for a Facility Assessment of Bank One Ballpark for the Maricopa County Stadium District. Also to benchmark facility maintenance and develop a long-term capital expenditure and non-obsolescence plan.

1.1 Background

Bank One Ballpark, completed in 1998, is one of the premier sports facilities in the southwest and is home to the Arizona Diamondbacks. The Ballpark is a Public Asset and is owned by the Maricopa County Stadium District (“the District”). Facility Management of Bank One Ballpark is contracted to AZPB FM Limited Partnership, an entity associated with the Arizona Diamondbacks, per the Facility Management Agreement and its related use agreements.

1.2 Site Location

Bank One Ballpark is located between 4th and 7th Streets on the south side of Jefferson Street in downtown Phoenix (the “City”).

1.3 Building Facts

The ballpark encompasses approximately 1,250,000 square feet organized on six levels as follows:

- i. Field Level which is located 25 feet below the street level, contains the clubhouse for the Arizona Diamondbacks and a visiting baseball team, stadium services function, security, and locker and dressing facilities for stadium events. A loading dock, which can accommodate two semi-trucks as well as semi-truck ramp onto the field, are accessed from the east side of the stadium.
- ii. The Main Concourse Level is located at the sidewalk level. It contains the ticket office, Team shop, the entrance to TGI Fridays, a children’s play area, concession stands, restrooms and the main food service commissary. This concourse directly accesses the lower seating bowl, which contains 22,500 fixed seats and a picnic area overlooking the outfield with seating for 400.
- iii. The Press/Administration Level contains working areas for the press including space for the written press and 8 broadcasting booths for radio and television. This level also houses the offices of the District and the Arizona Diamondbacks.
- iv. The Club/Suite Level contains 68 luxury suites, two party suites, a Guest Business Center and approximately 4,400 club seats. Also located on this level are several club lounges and the 6,500 s.f. club restaurant, which overlooks the field. This level is connected to the parking garage south of the ballpark via a pedestrian bridge.
- v. The Upper Concourse accesses the upper seating deck of approximately 19,500 seats. The upper deck seating does not extend past the foul poles, so there are no upper deck seats, which are over the outfield. It also contains a full range of novelty and concessions stands as well as three party suites, banquet facilities, and two 6,000 s.f. beer gardens/game areas.
- vi. The Mechanical Level located above the upper concourse contains the air-handling units used to air condition the facility when the roof is closed.

1.4 Movable Roof System

The roof of Bank One Ballpark opens to allow a nearly 5.25-acre opening over the field. The full roof operation can be achieved in about five minutes.

1.5 North Wall Doors

The north wall of the stadium features six large openings, approximately 64 feet high and 64 feet wide. Each of these openings is fitted with two large doors, 64 feet high by 32 feet wide. Each door is mounted on hinges and may be opened or closed for events as required. The doors open by swinging inward ninety degrees. Door operation takes approximately two minutes. The doors contain baseball inspired artwork (exterior) and sponsor advertising (interior).

1.6 Parking Garage and Pedestrian Bridges

The parking garage has 1500 spaces and is located directly South of the ballpark. The parking garage is attached to the ballpark via a pedestrian bridge at the Suite Level and provides access to season ticket holders. There is also a second pedestrian bridge attached to the parking garage at 4th Street extending over the railroad tracks and onto the ballpark plaza.

1.7 Plaza and Plaza Building

The Main Plaza of approximately 60,000 square feet is located on the Northwest side of the ballpark along 4th Street and is where the main entry gates and ticket windows are located. On the Main Plaza is a commercial retail building approximately 23,300 square feet in size, which is currently a sports theme restaurant and bar.

2.0 **SCOPE OF WORK**

2.1 PROJECT/STUDY OBJECTIVES:

2.1.1 FACILITY ASSESSMENT

Assess the Bank One Ballpark Facility, which includes the Bank One Ballpark Stadium, two (2) connecting Pedestrian Bridges, Parking Garage, and the Plaza and Plaza Building, to produce baseline benchmarking measurements for maintenance of the Facility per the Facility Management Agreement (FMA) and all related use agreements, and specifically FMA Article 10.1.2 General Standards for Operation and Maintenance of the Facility listed below:

- operate, maintain, repair and clean the Facility as necessary to preserve and keep the Facility in good repair, order and condition;
- operate, maintain, repair and clean the Facility so that it is safe and can readily be made available for the playing of Home Games and the conducting of District Events, Days Uses and Tour Activities; and
- operate, maintain, repair, and clean the Facility in compliance with all applicable governmental requirements.

2.1.2 LONG-TERM CAPITAL EXPENDITURE PLAN

2.1.2.1 After assessing the Bank One Ballpark Facility utilize this information and other relevant information, including information from similar baseball stadiums, past and/or present, to present options for the development of a Long-Term Capital Expenditure Plan to begin January 01, 2005 and continue through December 31, 2020. Long-Term Capital Expenditure, for the purpose of this study, is defined as: repair or replacement costing \$122,900 or more and needed after January 01, 2005.

2.2 LIMITATIONS TO SCOPE OF WORK

- 2.2.1 The Mechanical Roof System and North Wall Doors are under separate contract for annual assessment and maintenance evaluation and will not be required as part of the Facility Assessment under this RFP. The information available through the separate contracted annual assessment and maintenance evaluation will be provided for review and inclusion in the Long-Term Capital Expenditure portions of this RFP.
- 2.2.2 The Bank One Ballpark Chillers and Cooling Towers are under separate contract for annual assessment and maintenance evaluation and will not be required as part of the Facility Assessment under this RFP. The information available through the separate contracted annual assessment and maintenance evaluation will be provided for review and inclusion in the Long-Term Capital Expenditure portions of this RFP.
- 2.2.3 The Maricopa County Stadium District owns Bankone Ballpark and has contracted the day-to-day operations to the Facility Manager per the FMA. Operational analysis for purposes of this facility assessment will be limited to that which directly impacts facility maintenance and/or capital asset planning and expenditures.

2.3 PROJECT MANAGEMENT

- 2.3.1 The contractor shall appoint a project manager to be responsible for the planning, conduct, progress and successful completion of all activities during the study.
- 2.3.2 The contractor must agree to the following:
 - 2.3.2.1 Remove and replace personnel assigned to the project who do not perform assigned duties in a manner satisfactory to the Maricopa County Stadium District.
 - 2.3.2.2 Obtain prior approval of the Maricopa County Stadium District of all personnel they plan to assign to the project.
- 2.3.3 The contractor shall, within seven (7) days after having been awarded the contract, submit a written notification to the District of the name, title, address, and telephone number of one (1) individual within its organization who will act as a duly authorized representative to whom all correspondence, official notices, and requests related to the Contractor's performance shall be addressed.
- 2.3.4 The District shall provide the Contractor with the name of a contact person who will monitor the contract and coordinate the administration of the contract between the District and the Contractor. The contact person may be changed as deemed necessary.

2.4 ADDITIONAL INFORMATION

The Contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the Maricopa County Stadium District, the Contractor shall not publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking such responsible measures as are necessary to restrict access to the information, while in the possession, to those employees on the staff and the Contractor's staff who must have the information on a "need to know" basis, and he/she agrees to immediately notify, in writing, the Maricopa County Stadium District, in the event he/she determines, or has reason to suspect a breach of these requirements.

2.5 REPORTS AND DELIVERABLES

- 2.5.1 The Contractor shall prepare and submit a final report which includes:
 - 2.5.1.1 Summary of overall maintenance status of the Facility.

2.5.1.2 Baseline/Benchmark status reports on key maintenance functions of the Facility.

2.5.1.3 Present options for long-term capital repair/replacements of all major capital components of the Facility and associated cost estimates for each repair/replacement.

2.5.2 If the Maricopa County Stadium District determines that the Contractor's work is unacceptable either before or after a draft is issued because it did not conform to the project objectives, the Contractor shall submit a revised report at the Contractor's expense.

2.5.3 The Contractor shall make verbal communications weekly to the Maricopa County Stadium District's designated contract monitoring representative that describe all tasks completed during the reporting period. These reports must also include updates on project schedule and any anticipated concerns or issues. The Contractor shall make additional presentations of project progress at the request of the Maricopa County Stadium District.

2.6 AUDIT REQUIREMENTS

2.6.1 The Contractor agrees to retain all financial books, records, and other documents relevant to the BOB Building Assessment for six (6) years after final payment or for such longer time as is necessary to resolve any audit questions arising during such six (6) year period. The District, Federal or State auditors and any other persons duly authorized by the District shall have full access to, and the right to audit, copy and make use of any and all said materials and the Contractor shall cooperate in any such audit or other review of records.

2.6.2 The District may at its discretion audit all records related to this contract. If the audit or review identifies any errors or omissions in the Districts favor totaling \$1000. US or more, the contractor must reimburse the District for the cost of the audit **and** interest equal to 1% per month on the billing reimbursement due to the District in addition to remitting the billing reimbursement to the District.

EXHIBIT B-1

DETAILED SCOPE OF SERVICES

Facility Analysis

The purpose of a Facility Analysis Report is to establish and evaluate the facility's current condition, and to provide a benchmark for comparing the facility condition in future years. Five distinct types of reviews are involved in a comprehensive facility analysis, any or all of which IFG/HOK Team can provide, depending on need. These types are as follows:

- Architectural
Condition of interior and exterior components, function of plan, equipment, lighting
- Major Systems
MEP, security, water quality
- Structural
Structure
- Operational
Maintenance, and Capital asset planning
- Entertainment Electronic Systems
Video, Sound, Scoring, Interactive displays
Operations Electronic Systems
Security, Tel/Data/POS

IFG/HOK Team's process for performing the analysis consists of direct observation, review and interpretation of documents, interviews with personnel and producing the a Final Report. Long term, IFG/HOK Team's Final Report will be compared to previous reports and our Final recommendations reprioritized to reflect the current condition of the facility, input from management and the actual condition of the major systems and system operations.

Scope of Work

At the onset of the engagement, IFG/HOK Team's Facility Analysis Team will submit a request for information to be provided by operator, such as MEP record documents, drawings and information on any major repair or renovation, major system operating and maintenance manuals, etc.

The Facility Analysis Team will meet with Operator's Representatives to schedule the on-site review(s) and discuss the Representatives' current views of the facility, including their primary concerns with regard to:

- Current maintenance issues
- Plans for future improvements, replacements or updating

The following are descriptions and examples that apply to scope of work for each of the types of facility analysis:

Architectural Systems

An Architectural Review will consist of the inspection and evaluation of the condition of interior and exterior finishes equipment, lighting and general architectural components of the building. It may also include a review of the functional efficiency of particular areas.

The following are typical subjects for an Architectural Review:

1. Luxury Suites

Suite holders in today's sports venue marketplace have higher expectations regarding comfort and quality of their suite. Inattention to maintenance problems and to worn conditions can cause a stakeholder to re-evaluate

their investment and can cause turnover and ultimately reduced demand for suites or club memberships. A proactive approach to improvements shows premium customers that Ownership is interested in retaining a state of the art franchise and makes the stakeholder feel they are part of a dynamic organization.

Typical components included in this conditional review include:

- Carpet and other flooring materials that may be worn or dated.
- Walls to be re-painted or upgraded to wallcovering.
- Damaged or discolored ceiling tiles to be replaced.
- Improved lighting system/fixtures.
- Millwork that is in need of upgrading or updating, including catering service counter, cabinetry.
- Operation of ice machine, other appliances within serving area.
- Private toilet room fixtures and finishes, to be upgraded.
- Condition of concrete treads and risers at outdoor seating, and replacement or re-finishing of seats, drink rail.
- Condition of storefront glazing system, between suite seats and lounge.
- Upgraded AV (television sets, flat screen displays, inter/intranet interactive systems, satellite programming)-some of which may be sponsored.

2. Club Lounge

Like suite holders, club seat customers are considered stakeholders in the property and typically have reason to re-evaluate the value of their investment over time. Therefore, it is important to keep these premium areas in top condition. Club lounge components that might be considered include:

- Replacement or upgrade of carpet and other flooring materials.
- Review of ceiling finishes and wall surfaces, for repair or upgrade to improved level of quality.
- Upgrading of millwork and baseboards.
- New finishes, partitions and accessories in club toilet rooms and review of condition of plumbing fixtures.
- Club concession stands and bars (including counters and other casework, menu boards, floor finishes, wall finishes, lighting, cooking/food prep equipment and operations).
- Upgrade/addition of video walls, interactive kiosks, TV Set control. For clubs used extensively for meetings, are upgraded sound systems with features to support meetings required?

3. Concession Stands

The visual appearance of a concession stand directly affects the amount of sales the stand can generate. Soiled or worn conditions can be a detriment to sales, but a clean and up to date look attracts customers and improves sales. Areas in public view are most important for this reason, but back areas of stands are also important, as their condition can suggest whether health, safety and food quality concerns are being met in the eye of Health Department, inspectors or other visitors. Concession stand items typically in need of attention include:

- Service counters and other casework
- Cooking/food prep/beverage distribution equipment
- Wall and floor finishes

- Lighting and menu boards
- Aiming of speakers (sometimes positioning or levels interfere with point of sale transactions).
- Location/viewing of TV sets.

4. Team / Other Auxiliary Locker Areas

The quality and condition of a team's practice and training facilities has become a relevant asset or liability in getting and retaining top athletes. The bar has been raised in recent years, and players have higher standards now with regard to the provisions and appearance of their home facilities, as they play in other new facilities around the league and begin to compare those new places with their own. Well-appointed and well-maintained locker rooms and other support space help send a message of a quality organization that takes care of its players. Some of the common items to be considered include:

- Condition of wall, floor and ceiling finishes in locker rooms and grooming areas, including introduction of non-slip floor materials and replacement of mildewed floor and wall tile.
- New finishes and equipment in treatment/hydrotherapy and weight training room and improvements related to air quality and humidity control in these areas.
- New finishes, equipment and improved amenities in player lounge and player family lounge, which are areas that are becoming more important to player satisfaction at their home venue.
- Player training and entertainment technology. Computers, touch screens, player highlight on demand, satellite, and even gaming.

5. Concourses

Public concourses can be a Facility Manager's most challenging maintenance issue. Each different type of floor surface requires its own specific maintenance protocol which, if not followed, can mean costly repairs or even replacement over time. In some cases, a floor system may have been installed incorrectly in the first place, making the maintenance routine for the concourse floor surface a continual losing battle. In addition to these maintenance issues, a Building Owner may want to upgrade public spaces in the building, and enhancing the architecture of the concourses is one way of improving the general spectator's experience, with high impact results. Some of the most common conditions addressed in the facility analysis, with regard to concourses are as follows:

- Perform a conditional review, to examine the cause and effect of flooring issues, and recommend a course of action and maintenance plan. Common concerns include concrete slab with uneven surface, excessive cracks, discoloration or inconsistent textural finish.
- Improvement or upgrading of concourses can include items such as: new, durable floor product to replace existing or to be installed over sealed concrete slab; new ceiling treatment and lighting systems.
- Examining traffic floor patterns where issues exist, and recommending architectural modifications that re-direct traffic flow and ease congestion areas that may lead to other problems.

6. Truck Docks / Other Service Areas

Truck docks and other service level spaces get a lot of traffic and hard use during the course of a season. The result is wear and tear and maintenance issues that can lead to more extensive repair and replacement of surfaces and equipment, if not dealt with early enough, and of lost efficiency in the operation of these high demand areas at critical times. Examples of some of these areas frequently in need of attention are as follows:

- Condition of concrete finishes in columns, floor and structure above, in truck dock, service tunnel, and other areas.
- Loading dock equipment.

- Review of event staff entry, wardrobe and locker rooms and how well these spaces address the current or projected operations
- Condition of wall and floor finishes, lighting, lockers or other equipment in building operations offices and staff facilities.
- Broadcast truck issues: current power requirements; schemes to fulfill special events
- Broadcast cabling terminations/room

7. Exterior Components

Exterior components of the building are obviously exposed to weather elements, which makes regular review and inspection especially important, as minor maintenance issues can lead to dramatic systems failures if they are not dealt with swiftly. These exterior components and some of the common concerns with them include:

- Exterior wall systems and finishes, i.e. pre-cast or poured-in-place concrete, masonry, stone, curtain wall (glazing), EIFS. Check for condition of surface finish and condition of sealant/grouting/caulking joints, where elements can infiltrate the building.
- Roofing system, including exposed roof materials, walkways, snow build-up prevention measures, roof parapets, etc.
- Exterior seating bowl, including condition of seats and mounting hardware; condition of concrete deck, expansion joints and stair treads/risers; condition of railing systems, for both safety and appearance concerns.
- Exterior paving and other hardscaping, which are subject to settling or damage caused by unintended loads, causing cracks, spauling, uneven surface (tripping hazard) and seepage.

(Note: This is not an exhaustive review but a spot check on which assumptions on the entire exterior will be made).

Major Systems Review

This includes the review of mechanical, electrical, plumbing, fire protection and security systems, and water quality. The scope of work for this review will include the following:

- Observe and document the physical and operating condition of selected equipment and systems.
- Interview the O&M staff to determine event day and non-event day sequences of operation of selected equipment and systems. How the systems are actually operating will be compared to:

-The sequences of control identified in the construction documents

-The original design intent identified in the construction documents

-The actual needs of the facility to best serve the patrons and users

- Review the selected equipment and systems' operating and maintenance manuals made available by management, specifically to identify manufacturer's specifications/recommendations for preventive maintenance (PM).
- Review the actual PM logs made available by management for completeness, effectiveness, and consistency of PM activities relative to the manufacturer's recommendations.

Review the available facility management system (FMS) alarm logs made available by management, to evaluate repeat problems and subsequent actions to fix the problems.

Review the previous 24 months' utility bills made available by management, including demand, consumption and total dollars billed.

We will evaluate each selected system and comment on the following:

- The current physical and operating condition of selected components, equipment, and building systems with an estimate of their remaining useful life. The estimate of remaining useful life will be based on no changes to the current PM program for the respective equipment or system.
- Identification of systems that are not operating as designed or as needed to satisfactorily serve the patrons and users. We will recommend other sequence of control modifications that may reduce operational costs, as applicable.
- The effectiveness of the current preventive maintenance (PM) program, comparing actual preventive maintenance activities to the manufacturer's recommended activities. The report will make recommendations on modifications to current logs and procedures, if effective logs and procedures are not in place.
- Recommendations on PM actions to be implemented in the short term and the long term to prolong useful life and increase the operating efficiency of the equipment. Based on the remaining useful life of the equipment, recommendations on replacement may be made. Recommendations will include estimated capital expenditures and the timeframe when the expenditures should be anticipated.
- Recommendations on modifications or PM actions to be implemented based on repeat alarm log data. Repeat alarms may indicate the need to modify O&M activities or that other component/system problems are occurring.
- Review of the utility bills may indicate irregular or above benchmark utility consumption. Higher than anticipated bills may indicate that some systems are operating inefficiently or inappropriately.

The information provided in the initial report will be used as a benchmark by which improvements to the major systems can be measured. The measurement of improvements will be documented during subsequent annual facility evaluations.

Structural Systems

The Facility Analysis Team will evaluate the condition, capacity, suitability and performance of the building structural systems.

Structural systems include:

- Foundations, basement walls and access tunnels.
- Seating area framing, including stepped seating (stadia units) and rakers.
- Concourse framing, including columns, beams and slabs.
- Circulation framing, including framed stairs and ramps.
- Major framing elements of facades, where appropriate.
- Canopy/sunshade framing, where applicable.
- Long span roof framing, where applicable.
- Structure to support rigging and suspended scoreboards, where applicable.
- Suspended mezzanines and mechanical rooms, where applicable.
- Catwalks and other operational and maintenance access systems.
- Main framing supports for field lights, scoreboards and display boards.
- Operable element structural framing and load paths.

The final report will contain recommendations on:

- Areas where structural framing requires priority remediation.
 - Structural items requiring regular or routine maintenance.
 - Capacity of main building systems to carry initial design loads.
 - Capacity of main building systems to carry loads based on current understanding of loads, including latest equipment and environmental conditions.
 - Rigging system capacities.
 - Rigging system improvements.
1. The facility will be asked to provide construction information in full-size (or half-size, if legible) format as follows:
 - Structural framing contract drawings, including subsequent building modifications involving the structural framing or loads applied to framing.
 - Structural framing specifications, including specifications for major modifications.
 - Other information related to the structural design, if available, such as loading schedules and diagrams.
 - Structural shop drawings, if available, particularly for any precast concrete building elements and other manufactured elements not fully documented on the contract documents.
 - Architectural drawings, including subsequent building renovations.
 - Mechanical equipment information sufficient to indicate weights and locations of major items and main piping runs.
 2. The facility will be asked to provide copies of any reports resulting from previous investigations of the building structure and building envelope, including supporting materials such as drawings and photos.
 3. The facility will be asked to provide building maintenance records related to the building framing system and the building envelope, including:
 - Locations and dates of significant foundation, slab on grade and foundation wall leaks and cracks, and their repairs.
 - Locations and dates of significant exterior wall leaks and cracks, and their repairs.
 - Locations and dates of significant roof/canopy leaks and cracks, and their repairs.
 - Observations of main building behavior, including movements of main building isolation/separation joints and joint covers, main bearings, secondary relief/contraction/control joints and sealant, and local connections.
 - Observations of secondary building element behavior, including current and past rigging loads, equipment installations and modifications, and areas of concern.
 4. The facility will be asked to provide building maintenance team support of field visits. Such support may include, but not be limited to:
 - Providing access to requested areas such as locked rooms, catwalks, accessible ceiling spaces and rooftops.
 - Providing simple tools needed to perform observations, such as ladders, drop lights and temporary ventilation.

Where more elaborate support is needed, such as temporary scaffolding systems, ample advance notice will be provided to the building team to make arrangements.

5. The Facility Analysis Team will:

- Study selected building elements and building systems for anticipated performance and adequacy under various loading conditions.
- Determine areas of the structural system that should receive particular attention during the field observation phase of work.
- Relate aspects of the design to subsequent field observations.
- Walk the site' for overall orientation, familiarization and understanding of present conditions.
- Review current conditions for general conformance with available documents and note significant discrepancies.
- Interview building maintenance personnel and building operations staff on observations of building structural performance.
- Perform detailed observations of particular areas of interest or concern, based on analytical findings and maintenance records.
- Provide to the client progress drafts of relevant portions of the report.
- If requested by the client, meet at the site to discuss and/or further explore particular aspects of the facility. Because the extent of such involvement is not known at the start of the project, such visits would be billed as an additional service.

Operational Review

The Facility Analysis Team will evaluate the following operational aspects (examples include but are not limited to):

- The facility operational analysis will observe, compare and contrast facility wear and tear with the overall architectural review, the purpose of which is to identify operating procedures which may be detrimental to the condition of the facility or to identify changes in materials which will better serve the facility based on operating needs.

A facility operational analysis may require observing the facility in operation a minimum of two (2) times - one (1) at a major tenant event and one (1) at a non-tenant event. Operational analysis for purposes of this facility assessment will be limited to that which directly impacts facility maintenance and/or capital asset planning and expenditures. This would include a summary level review of the following:

- Maintenance and repair policies and procedures:
- Examine preventive maintenance procedures.
- Asset management and inventory control:
- Examine the asset management system.
- Overall facility cleaning and maintenance:
- Examine the base system for overall cleaning and maintenance of the facility.
- Food, beverage and retail sales areas:
- Examine the physical condition of the spaces; examine the use of the space against similar uses.

The operational analysis will be conducted through observation, interview and documentation of these areas. Review of established systems, comparison to comparable facilities, evaluation of league directed initiatives, major user contractual obligations and IFG/HOK knowledge of current practice.

Entertainment Systems Review

In each of the following areas, we will review current condition of equipment, set-up and operation to maximize current performance. Review possibilities for system upgrades.

- Sound Systems-including bowl, club lounges, suites, and support spaces

Review bowl sound system condition and performance. Identify potential maintenance issues warranting repair and identify and "built-in" performance deficiencies.

Identify status of repair of other public area sound systems. Determine operational status. Identify if systems meet current facility use of space.

As mentioned above in Game/Event production, review program material and operations/staff to determine if best possible techniques are in use.

- Scoring/matrix/information displays-review current systems, displays, discuss additional displays (e.g. hustle/stats boards, pitch speed/radar gun displays, etc.)

Review current status of system software with special attention to the ability to manage statistical database, receive outside data/information and export data to other facilities' systems such as in-house TV and video production.

- Large Screen Video Displays

Review of current performance of system in regards to brightness, uniformity, defective modules, etc.

Identify potential and cost of any possible upgrades in size, technology or aspect ratio.

Video production and Replay; interfacing to scoring systems

Review status of systems in comparison with current practices at other, similar facilities.

Identify repair/maintenance issues.

Evaluate potential/cost to upgrade systems.

Video Distribution (RF/Satellite)

Identify any major repair/maintenance signal quality issues.

Review program acquisition source (e.g.; off the air, local cable system, satellite) to determine if fees and programs are consistent with the requirements of the facility and industry practice.

Identify technical upgrades (if any) required to provide HDTV signals on the system

- Electronic Signage (e.g. LED fascia) and interaction with scoring, sound and other video systems (e.g. May require relocation of speakers, adding speakers for seating now shaded from main speakers). Determination of potential size and location of such displays

Broadcast/Media systems

- Broadcast camera positions, sizing, locations/options. Comparison to league standards (where they exist) and current broadcast practices.
- How new HDTV camera production/cabling will be supported within the existing facility. Review of current installation plants.
- Review Interview and press areas; backdrops, lighting, etc. Potential for electronic press conference advertising backdrop
- Discuss the potential impact of HDTV and any revised lighting requirements.

Acoustics (and concerts)

- Discuss potential for active and passive systems for crowd noise enhancement during sporting events
- Review acoustical performance of the arena with a special emphasis on concerts and other amplified events, identify areas requiring treatments and discussing methods of treatments to better support concert and convocation type events.
- Review with facility operations, whether it is necessary or possible to utilize upper elements of facility sound systems to support concerts (this has become important in more and more facilities).

Access Control & Monitoring

- Review current perimeter door monitoring (efficacy and potential gaps).
- Review Access control (card readers) and control points within current facility operations.
- Review and discuss current deployment of video surveillance at perimeter points, within the seating bowl, and areas of recent security concern (e.g. air handling areas).
- Review exterior surveillance. Identify obstructed areas; propose solutions (e.g. it is very common for trees to grow and block cameras).
- Identify potential locations where biometric access (e.g.; thumb/palm reader) may be appropriate.
- Review exterior support/access points to the project and determine appropriate monitoring and control elements (e.g. manholes, air intakes, etc.)
- Review monitoring of building systems such as HVAC units, coolers, etc.
- Review extent of surveillance cameras, what they can and cannot see.
- Review surveillance in regards to operational control (crowds, concessions, cash rooms, commissary, etc.) vs. potential external threats such as surrounding streets, entrances, parking lots, etc.

Telecommunications and IT

- Review data backbone topology and media for bandwidth and speed.
- Review project's cellular and mini-cell coverage
- Review facilities wireless systems, paying special attention to frequency interferences.

The IFG/HOK SVE team will conduct a survey of the Bank One Ballpark at or near the conclusion of the 2005 season for the purpose of comparing and contrasting the information presented in our original Facility Assessment report.

We will provide to the District a written report on our observations and appropriate information on any issues that are materially different from the reports original conclusions. We will specifically comment on any issues that we observe that by their nature will cause the projected Capital Expenditure recommendations to change.

Please note that the one-year review is to be a survey in nature and will not be as comprehensive as the original findings. The IFG/HOK SVE team will request and review information from the facility manager regarding the physical facility and its equipment as a basis for the survey. In addition to information provided by the facility manager we will sample areas of the facility to assure coverage consistent with the original report.

FEES

We propose the following Fee Schedule for our scope of services for the Bank One Ball Park Facility Assessment Project:

Yearly Review

IFG/HOK Team to bill hourly or develop a mutually agreed-to fixed fee. The first year review is included in the Not to Exceed project price of \$209,000.00.

Operations and Long-Term Capital Investment Plan Implementation

IFG/HOK Team to develop a mutually agreed-to fixed fee if requested by the Maricopa County Stadium District.

G/HOK Team to bill hourly or develop a mutually agreed-to fixed fee.

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Contract Period:	To cover the period ending OCTOBER 31, 2005 2006